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At common law a binding agreement between the holder and the maker of a note for an extension of time discharged the indorsers. *Siebeneck v. Anchor Savings Bank*, 111 Pa. St. 187, 2 Atl. 485. The basis of the rule was that the rights of the indorsers were prejudiced, in that they could not by payment of the note acquire the right to proceed immediately against the maker. For they were subrogated to the rights of, and so subject to the same defenses as, the holder. But this reason does not apply when the agreement is between the holder and a third party; hence the indorsers were not discharged. *Wright v. Independence Nat. Bank*, 96 Va. 728, 32 S. E. 459. See 2 DANIELS, NEGOTIABLE INSTRUMENTS, 5 ed., § 1324. Probably, the provision of the Negotiable Instruments Law was intended to enact the common-law rule; for there seems to be no more reason for the discharge of the indorsers where the agreement is with a third party than where there is merely delay by the holder in bringing an action against the maker. Where there is reasonable basis for doubt, a statute, whose language purports to change the common law, should be strictly construed; and especially is this true where the statute is part of a uniform law, in general declaratory of the common law. 2 LEWIS' SUTHERLAND STATUTORY CONSTRUCTION, 2 ed., 860 *et seq.* But here the words of the statute seem too plain to be construed as enacting the common-law rule. The principal case seems to limit the express words of the statute.

CARRIERS — BILLS OF LADING — LIABILITY OF CONSIGNOR FOR FREIGHT. — A railroad carried fruit consigned to a purchaser who contracted with the vendor to pay freight. Title passed to the purchaser on shipment. The railroad issued its bill of lading in the usual form providing for delivery to consignee, he paying freight. The carrier delivered the goods, through error collecting from the consignee only part of the freight due. It sought further payment from the consignee; but it never sued him, although he was solvent. The railroad now sues the shipper for the balance due. *Held*, that it may not recover. *Yazov & M. V. R. Co. v. Zemurray*, 238 Fed. 789 (C. C. A., 5th Circ.).

In general, the consignor, under a contract of shipment, is liable for the freight, irrespective of an attempt by the carrier to collect from the consignee. *Shepard v. De Barnales*, 13 East 565; *Wooster v. Tarr*, 90 Mass. 270; *Grant v. Wood*, 21 N. J. L. 292; *Gilson v. Madden*, 1 Lans. (N. Y.) 172; *Collins v. Union Transportation Co.*, 10 Watts (Pa.) 384; *Spencer v. White*, 23 N. C. 236; ABBOTT, SHIPPING, 683. Most of these cases proceed on the ground that the consignor is the true owner and so ultimately liable. See *Grant v. Wood*, *supra*; *Spencer v. White*, *supra*; *Barker v. Havens*, 17 Johns. (N. Y.) 234, 237. But *cf. Wooster v. Tarr*, *supra*. Normally the owner is ultimately liable. But he is not necessarily so. Ultimate liability must depend on the agreement between the consignor and consignee. Whether the carrier may hold the consignor for freight should depend upon the agreement between the consignor and the carrier. This often involves the question whether the usual clause in the bill of lading, "consignee paying freight," is intended to benefit the consignor or not. See *Spencer v. White*, *supra*, 238. The intent must be gathered from all the circumstances; and where the consignee is known to be ultimately liable, the construction should be like that in the principal case, that the utmost effort be made to collect from the consignee before the consignor can be held. See *Barker v. Havens*, *supra*. This result is commendable in that it casts the burden on the right party in the first instance without circuity of action, and secures protection to consignor and carrier alike. *Cf. Thomas v. Snyder*, 39 Pa. St. 317.

CHOSER IN ACTION — GIFT — PAROL EXTINGUISHMENT OF A DEBT. — The deceased had advanced money to the defendant who executed and delivered to him a promissory note. Before his death deceased refused to accept payment and told defendant to keep the money for himself. The executrix now